

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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PATRICK C. OBAH,

Plaintiff,

-against-

24 **CIVIL** 5014 (JMF)

**JUDGMENT**

ADAPT,

Defendant.  
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It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Memorandum Opinion and Order dated August 30, 2024, the Court has further declined to sua sponte grant Obah leave to amend. To be sure, leave to amend a pleading should be freely given "when justice so requires." Fed. R. Civ. P. 15(a)(2). And the Second Circuit has cautioned that district courts should not dismiss [a pro se complaint] without granting leave to amend at least once when a liberal reading of the complaint gives any indication that a valid claim might be stated." *Cuoco v. Moritsugu*, 222 F.3d 99, 112 (2d Cir. 2000). But it is also "within the sound discretion of the district court to grant or deny leave to amend" *McCarthy v. Dun & Bradstreet Corp.*, 482 F.3d 184, 200 (2d Cir. 2007). And here, the Court already granted Obah leave to amend his original complaint in response to its first Memorandum Opinion, which identified the defects in the dismissed claims discussed above. See *Obah*, 2024 WL 3413712, at \*2. Obah's "failure to fix deficiencies in [his] previous pleadings is alone sufficient ground to deny leave to amend sua sponte." *Transeo S.A.R.L. v. Bessemer Venture Partners VI L.P.*, 936 F. Supp. 2d 376, 415 (S.D.N.Y. 2013) (citing cases). Lastly, the Court certifies under 28 U.S.C. § 1915(a)(3) that any appeal from the Memorandum Opinion and Order would not be taken in good faith, and therefore in forma pauperis status is denied for the purpose of an appeal. See

Coppedge v. United States, 369 U.S. 438, 444-45 (1962). Judgment is entered in Defendant's favor; accordingly, the case is closed.

**Dated:** New York, New York

August 30, 2024

**DANIEL ORTIZ**

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**Acting Clerk of Court**

**BY:**

*K. mango*

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**Deputy Clerk**